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10 Attorneys for Plaintiffs,

11 **DOWNTOWN CRENSHAW RISING**

12 **UNITED STATES DISTRICT COURT**

13 **CENTRAL DISTRICT OF CALIFORNIA**

14 DOWNTOWN CRENSHAW RISING,  
15 a not for profit organization; and  
16 MEMBERS AGAINST ANTI-BLACK  
17 RACISM AT PUBLIC PENSION  
18 FUNDS, an unincorporated association

19 Plaintiff,

20 vs.

21 DEUTSCHE BANK, a foreign entity  
22 registered in New York; DWS GROUP;  
23 CAPRI URBAN INVESTORS, LLC, a  
24 Delaware limited liability  
25 Company; CAPRI CAPITAL  
26 PARTNERS, INC.; THE REGENTS OF  
27 THE UNIVERSITY OF CALIFORNIA,  
28 a corporation; LOS ANGELES  
COUNTY EMPLOYEES  
RETIREMENT ASSOCIATION; LOS  
ANGELES FIRE AND POLICE  
PENSIONS; NEW YORK CITY  
EMPLOYEES' RETIREMENT  
SYSTEM; TEACHERS RETIREMENT

CASE NO.:

**COMPLAINT FOR:**

1. Violations of Civil Rights (42 U.S.C. § 1981 violation for preventing entering purchase agreement based on racial discrimination)
2. Violations of Civil Rights (42 U.S.C. § 1982) (Based on Unconstitutional Policy, Practice, or Custom)
3. Unfair Business Practices in Violation of Cal. Business Prof. Code § 17200, et. seq.
4. Breach of Implied Covenant of Good Faith and Fair Dealing
5. Negligence
6. Fraud by Material Misrepresentations
7. Fraud by False Promises
8. Breach of Fiduciary Duties

**DEMAND FOR JURY TRIAL**

1 SYSTEM OF THE CITY OF NEW  
2 YORK; TEACHER RETIREMENT  
3 SYSTEM OF TEXAS; POLICE &  
4 FIRE RETIREMENT SYSTEM OF  
5 THE CITY OF DETROIT; STATE OF  
6 MICHIGAN INVESTMENT BOARD;  
7 NEW JERSEY DIVISION OF  
8 INVESTMENT; EASTDIL SECURED,  
9 LLC, a New York limited liability  
10 company doing business in California;  
11 EASTDIL SECURED ADVISORY  
12 SERVICES, INC., a Delaware  
13 corporation; HARRIDGE  
14 DEVELOPMENT GROUP; DAVID  
15 SCHWARTZMAN, an individual; and  
16 DOES 1 through 20, inclusive,

17 Defendants.

18 COMES NOW PLAINTIFFS DOWNTOWN CRENSHAW RISING and  
19 MEMBERS AGAINST ANTI-BLACK RACISM AT PUBLIC PENSION FUNDS, who  
20 allege as follows:

21 **INTRODUCTION**

22 1. This civil rights action seeks compensatory and punitive damages from  
23 Defendants, collectively, for the fraudulent misrepresentations made to Plaintiff  
24 DOWNTOWN CRENSHAW RISING (“DCR”) and the negligent and unfair business  
25 practices handled by Defendants and each of them during a property transaction for the  
26 BALDWIN HILLS CRENSHAW MALL, and the resulting breach of fiduciary duties  
27 owed by the Defendant pension funds to the pension holders affiliated with MEMBERS  
28 AGAINST ANTI-BLACK RACISM AT PUBLIC PENSION FUNDS in violation of their

1 fiduciary duties and responsibilities. The resulting harm from the tortious malfeasance and  
2 constitutional violations irreparably damaged Plaintiffs and their neighboring Crenshaw  
3 district community.

#### 4 **JURISDICTION AND VENUE**

5 2. This Court has original jurisdiction under 28 U.S.C. §§ 1331 and 1343(a)(3)-  
6 (4) because this action is brought to redress deprivations of constitutional rights protected  
7 by the Fourth and Fourteenth Amendments to the United States Constitution, by 42 U.S.C.  
8 § 1981 and by 42 U.S.C. § 1982. This Court has supplemental jurisdiction under 28 U.S.C.  
9 § 1367(a).

10 3. Venue is proper in this Court under 28 U.S.C. § 1391(b)(1)-(2) because  
11 Defendants are believed to reside in this judicial district and all incidents, events, and  
12 occurrences giving rise to this action occurred in this judicial district.

#### 13 **PARTIES**

14 4. Plaintiff DOWNTOWN CRENSHAW RISING (“DCR”) is a not for profit  
15 organization registered in the State of California, County of Los Angeles. DCR was  
16 created to primarily focus on assuring appropriate ownership of the Crenshaw Mall  
17 located at 3650 W. Martin Luther King, Jr. Boulevard, in the City of Los Angeles, and to  
18 enhance the advancement of lifestyles and community development in Los Angeles and  
19 its Black Community. DCR’s mission is to strengthen and foster community wealth-  
20 building, power, and culture in South Central Los Angeles and the Black community,  
21 through local control, investment, and the empowerment of the most vulnerable and  
22 historically excluded.

23 5. MEMBERS AGAINST ANTI-BLACK RACISM AT PUBLIC PENSION  
24 FUNDS (“MAAB”) is an unincorporated association consisting various members of  
25 public pension funds who are part of CAPRI URBAN INVESTORS, LLC.

26 6. DEUTSCHE BANK is a foreign entity registered in the State of New York,  
27 believed to be doing business in the State of California.

1        7. DWS GROUP is a foreign entity, specifically a German asset management  
2 company. Further, this Defendant conspired with the other Defendants to affect and give  
3 rise to the allegations and causes of action in this case.

4        8. CAPRI URBAN INVESTORS, LLC is believed to be a Delaware limited  
5 liability company and, at all relevant times, operated and functioned as an agent for the  
6 other Defendants.

7        9. CAPRI CAPITAL PARTNERS, LLC, is a corporation believed to be  
8 registered in the State of Illinois. It is an SEC registered advisory firm.

9        10. THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, is an  
10 organization, believed to be operating as an agency under the United States Constitution,  
11 with an unknown entity status at this time.

12        11. LOS ANGELES COUNTY EMPLOYEES' RETIREMENT  
13 ASSOCIATION is an organization, believed to be operating as an agency for the State  
14 of California, with an unknown entity status at this time.

15        12. LOS ANGELES FIRE AND POLICE PENSIONS is an organization,  
16 believed to be operating as an agency for the State of California or the City of Los  
17 Angeles, with an unknown entity status at this time.

18        13. NEW YORK CITY EMPLOYEES' RETIREMENT SYSTEM is an  
19 organization, with an unknown entity status at this time.

20        14. TEACHERS RETIREMENT SYSTEM OF THE CITY OF NEW YORK is  
21 an organization, with an unknown entity status at this time.

22        15. TEACHER RETIREMENT SYSTEM OF TEXAS is an organization, with  
23 an unknown entity status at this time.

24        16. POLICE & FIRE RETIREMENT SYSTEM OF THE CITY OF DETROIT  
25 is an organization, with an unknown entity status at this time.

26        17. STATE OF MICHIGAN INVESTMENT BOARD is an organization, with  
27 an unknown entity status at this time.  
28

1        18. NEW JERSEY DIVISION OF INVESTMENT is an organization, with an  
2 unknown entity status at this time.

3        19. EASTDIL SECURED, LLC is a New York limited liability company,  
4 believed to be registered to do business in the State of California.

5        20. EASTDIL SECURED ADVISORY SERVICES, INC. is a Delaware  
6 corporation, believed to be registered to do business in the State of California.

7        21. HARRIDGE DEVELOPMENT GROUP is an organization, with an  
8 unknown entity status at this time.

9        22. DAVID SCHWARTZMAN is an individual residing in the United States,  
10 with an unknown permanent residence at this time.

11        23. Plaintiffs are unaware of the true names and capacities of those Defendants  
12 named herein as DOE Defendants. Plaintiffs will amend this Complaint to allege said  
13 Defendants' true names and capacities when that information becomes known to  
14 Plaintiffs. Plaintiffs are informed, believe, and thereon allege that these DOE Defendants  
15 are legally responsible and liable for the incident, injuries, and damages hereinafter set  
16 forth, and that each of said DOE Defendants proximately caused the injuries and damages  
17 by reason of negligent, careless, deliberately indifferent, intentional, willful, or wanton  
18 misconduct, including the breach, careless, deliberately indifferent, intentional, willful,  
19 or wanton misconduct in creating and otherwise causing the incidents, conditions, and  
20 circumstances hereinafter set forth, or by reason of direct or imputed negligence or  
21 vicarious fault or breach of duty arising out of the matters herein alleged. Plaintiffs will  
22 seek leave to amend this Complaint to set forth said true names and identities of the  
23 unknown named DOE Defendants when they are ascertained.

24        24. Plaintiffs are informed, believe, and thereon allege that at all times herein  
25 mentioned, each of the Defendants was the agent and/or employee and/or co-conspirator  
26 of each of the remaining Defendants, and in doing the things hereinafter alleged, was  
27 acting within the scope of such agency, employment, and/or conspiracy and with the  
28 permission and consent of other co-Defendants.

**ACTION**

25. In or near 2007, the Baldwin Hills Crenshaw Mall (“Crenshaw Mall”) was sold to Capri Urban Investors, LLC with Capri Capital Partners as the Manager. CCP is owned and controlled by Quintin Primo III. Capri Urban Investors, LLC has several investors, mainly public pension funds and many of whom are Defendants hereto. Capri Urban Investors, LLC is a commingled fund with multiple real estate assets in addition to the Crenshaw Mall.

26. Towards the end of the life of the Capri Urban Investors fund, in or around 2018, Capri Capital Partners sought to buy the Crenshaw Mall. An Advisory Committee composed of four pension funds voted unanimously to direct Capri to retain Deutsche Bank’s DWS Group to negotiate the sale to Capri.

27. Capri Capital Partners was unable to meet the terms of the sale, but continued to express interest in the purchase. The Advisory Committee directed Deutsche Bank/DWS Group to oversee the sale and asset management of the Crenshaw Mall. Based on Mr. Primo’s intention to modify the tenancy split even more favorably for a higher controlling market rate, and less favorably for the affordable lessees, DCR formed to champion the affordable lessees.

28. Deutsche Bank/DWS Group entered contract with one white developer that did not result in a sale. Deutsche Bank/DWS Group then entered contract with another white developer, CIM Group with close business ties to then-President Donald Trump, who announced their intention to buy the historic Crenshaw Mall through a Los Angeles Times article on April 29, 2020. The contract with CIM Group did not result in a sale.

29. This effort attracted prominent national leaders in reparative economics and community wealth building. DCR assembled a team of advisors and development/finance partners that included accomplished nonprofit community development professionals, globally-recognized architects, major developers of some of the world’s largest real estate projects, and the nation’s largest capital raise firm. This dream team was assembled to actualize the community’s vision for a reparative, restorative, and environmentally

1 sustainable urban village. And central to this vision was the establishment of a vehicle  
2 where non-accredited investors could purchase shares of the development to provide  
3 literal community ownership and directly address long-standing racial inequities in  
4 property ownership and wealth distribution.

5 30. DCR's initiative, backed by significant philanthropic support, resulted in the  
6 largest and most successful fundraising campaign for a community-owned real estate  
7 project in U.S. history. DCR's bid to purchase the mall, submitted to the Defendants, was  
8 both financially superior and more aligned with the community's interests than the bid  
9 that was ultimately accepted. The offer submitted was higher than the one ultimately  
10 accepted, had a quicker closing period than the 6 months the ultimate bidder was given,  
11 and featured an \$11 million nonrefundable deposit.

12 31. Despite these clear advantages and superiority of the DCR team and bid,  
13 Deutsche Bank/DWS consistently and systematically denied the Black community-led  
14 organization the opportunity to acquire and redevelop its own "40 acres and a mall,"  
15 engaging in racially discriminatory practices that are in direct violation of civil rights  
16 laws. Deutsche Bank/DWS's actions demonstrated a preference for and entered into  
17 contract with multiple non-Black buyers, including development teams with close ties to  
18 former President Donald Trump, former White House Senior Advisor Jared Kushner, and  
19 Soviet-born oil oligarch Len Blavatnik.

20 32. Deutsche Bank/DWS's conduct in this matter included, but was not limited  
21 to, the following discriminatory practices:

22 a. Exclusion of Black Community Buyers: Despite the presence of qualified  
23 Black-led community groups, including DCR, their offers were  
24 systematically disregarded in favor of non-Black buyers, demonstrating a  
25 clear discriminatory bias in the selection process.

26 b. Economic Disempowerment of the Black Community: By transferring this  
27 major economic asset away from potential Black ownership, DWS  
28

1 perpetuated economic inequality and disenfranchised the Black community,  
2 undermining efforts to build generational wealth.

- 3 c. Devaluation of Black-Owned Businesses: The sale threatens to displace  
4 Black-owned businesses within the mall, which would significantly harm  
5 the local economy and erode culturally significant spaces in the community.
- 6 d. Disregard for Racial Equity in Urban Development: DWS neglected to  
7 prioritize racial equity in the redevelopment process, disregarding the  
8 historical and cultural significance of the Crenshaw Plaza to Los Angeles's  
9 Black community.
- 10 e. Reinforcement of Racial Disparities in Wealth and Property Ownership: The  
11 preference for non-Black buyers over the DCR team exacerbated existing  
12 racial disparities in wealth and property ownership, denying the Black  
13 community a critical opportunity to control a valuable economic asset.
- 14 f. Potential for Gentrification and Displacement: The sale to non-Black  
15 developers paves the way for gentrification, which threatens to displace  
16 long-time Black residents and businesses, further destabilizing the  
17 community.
- 18 g. Lack of Accountability and Transparency: DWS's decision-making process  
19 lacked transparency and accountability to the Black community, raising  
20 serious concerns about the integrity of the transaction.
- 21 h. Undermining of Community Self-Determination: By disregarding the  
22 community-led DCR bid, DWS undermined the principle of self-  
23 determination, stripping the Black community of the ability to control its  
24 own economic future.
- 25 i. Violation of Social Justice Principles: DWS's actions are in direct  
26 contradiction to the principles of social justice, prioritizing profit over the  
27 well-being of the community and disregarding the social and racial impacts  
28 of their decisions.

1        33. In addition, Deutsche Bank/DWS failed to engage with DCR's Black  
2 principals and developers in a professional manner, instead deferring to white-led  
3 development teams. In fact, during the interview during the bid, Deutsche Bank/DWS  
4 representatives expressed their confusion that DCR's not-Black development for hire  
5 would not be in ultimate control of the project, but instead that Black-led DCR principals  
6 and local community would be in ultimate control of the project in their own backyard.

7        34. Deutsche Bank/DWS provided preferential treatment to these teams, granting  
8 them extended time frames to assemble their financial partnership, review critical data,  
9 and negotiate terms—privileges that were not extended to the DCR team.

10       35. In its ultimate decision, Deutsche Bank/DWS sold the mall to a development  
11 company financially backed by Len Blavatnik's Access Industries, despite DCR's higher  
12 offer and more favorable terms, including an \$11 million non-refundable deposit. This  
13 sale not only violated civil rights laws but also breached the fiduciary duty of the public  
14 pension fund investors, who empowered, coordinated and conspired with Deutsche  
15 Bank/DWS during the mall sale. The sale and process made a mockery of the UN  
16 Principles for Responsible Investment, to which DWS and most of these pension funds  
17 are signatories.

18       36. Deutsche Bank/DWS's refusal to engage in a fair and equitable process and  
19 their consistent denial of opportunities for Black-led development teams is a stark  
20 reminder of the persistent racial discrimination that continues to plague the real estate  
21 industry. Their actions have reinforced systemic inequalities and have denied the Black  
22 community a rare opportunity to build generational wealth and preserve its cultural  
23 heritage.

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**FIRST CAUSE OF ACTION**

**Violations of Civil Rights (42 U.S.C. § 1981)**

**(Violation for preventing entering  
purchase agreement based on racial discrimination)  
(DCR Against All Defendants)**

37. Plaintiff repeats and realleges each and every allegation in paragraphs 1 through 36 of this Complaint with the same force and effect as if fully set forth herein.

38. Every person and organization within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.

39. Plaintiff DCR was deprived of its equal right to make and enforce contracts as defined under 42 U.S.C. § 1981. The rights protected by this section are protected against impairment by nongovernmental discrimination and impairment under color of State law.

40. Defendants and each of them jointly engaged in committing the constitutional violation of depriving Plaintiff DCR of its equal right to enter into the purchase sale agreement over the Baldwin Hills Crenshaw Mall located at 3650 W. Martin Luther King, Jr. Boulevard, in Los Angeles, California.

41. Defendants' actions were egregious, malicious, willful and committed with complete disregard to Plaintiff's rights, thereby warranting punitive and exemplary damages against Defendants in an amount to be proven at the trial of this matter.

42. As a further direct and proximate result of Defendants' wrongful, intentional, and malicious acts and omissions, Plaintiff DCR has suffered and continues to suffer irreparable harm to the company financially and by reputation.

**SECOND CAUSE OF ACTION**

**Violations of Civil Rights (42 U.S.C. § 1982)**

**(Violation for preventing entering purchase agreement**

**based on racial discrimination)**

**(DCR Against All Defendants)**

43. Plaintiff repeats and realleges each and every allegation in paragraphs 1 through 42 of this Complaint with the same force and effect as if fully set forth herein.

44. All citizens of the United States shall have the same right, in every State and Territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property.

45. Defendants and each of them jointly engaged in committing the constitutional violation of depriving Plaintiff DCR of its equal right to enter into the purchase sale agreement over the Baldwin Hills Crenshaw Mall located at 3650 W. Martin Luther King, Jr. Boulevard, in Los Angeles, California.

46. The Defendants' actions were egregious, malicious, willful and committed with complete disregard to Plaintiff's rights, thereby warranting punitive and exemplary damages against Defendants in an amount to be proven at the trial of this matter.

47. As a further direct and proximate result of Defendants' wrongful, intentional, and malicious acts and omissions, Plaintiff DCR has suffered and continues to suffer irreparable harm to the company financially and by reputation.

**THIRD CAUSE OF ACTION**

**Violations of California Unfair Business Practices**

**(Unfair Business Practices in Violation of Cal. B.P. Code § 17200, *et seq.*)**

**(DCR Against All Defendants)**

48. Plaintiff repeats and realleges each and every allegation in paragraphs 1 through 47 of this Complaint with the same force and effect as if fully set forth herein.

49. California Business and Professions Code § 17200, *et seq.* governs any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or

1 misleading advertising. Here, Defendants committed unfair business practices by  
2 fraudulently inducing Plaintiff DCR into bidding for the Crenshaw Mall and securing  
3 over 150 philanthropists and investors in a short time frame, only to completely disregard  
4 the bid that Defendants told Plaintiff to secure.

5 50. Defendants' harsh denial of Plaintiff's bid after Plaintiff expeditiously  
6 followed Defendants' instruction to secure a bid in merely days is demonstrative of  
7 Defendants intentionally manipulating and deceiving Plaintiff into securing the bid,  
8 knowing that Defendants were never going to accept the bid. Instead, Defendants used  
9 Plaintiff's bid to encourage other real estate investors to directly compete against  
10 Plaintiff. Defendants intentionally created this unlawful competition in bad faith knowing  
11 that they were never going to sell the property to Plaintiff, namely, because of their  
12 advocacy in the community for Blacks and Black self-determination, and because DCR  
13 is a Black-led nonprofit organization with collecting the requisite funds to provide the  
14 bid.

15 51. Accordingly, Defendants, and each of them, violated California Business and  
16 Professions Code § 17200, et seq. As a result, Plaintiff suffered damages in an amount to  
17 be proven at trial.

#### 18 **FOURTH CAUSE OF ACTION**

##### 19 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

##### 20 **(DCR Against All Defendants)**

21 52. Plaintiff repeats and realleges each and every allegation in paragraphs 1  
22 through 51 of this Complaint with the same force and effect as if fully set forth herein.

23 53. Plaintiff DCR and Defendants entered into an arrangement on or around  
24 August 27, 2020, via the letter of intent, e-mails, discussions, conferences and other  
25 communications, through around February 11, 2021, when Defendants told DCR that  
26 they were going to consider DCR's anticipated bid to purchase the Crenshaw Mall.

27 54. Plaintiff performed by fulfilling its obligations satisfying the purchase  
28 arrangement, but Defendants, and each of them, collectively conspired to circumvent

1 Plaintiff DCR's right to purchase the Crenshaw Mall, by denying the originally agreed  
2 upon amount, soliciting the purchase option to others in violation of the exclusivity  
3 arrangement, and ultimately selling the Crenshaw Mall to a third party.

4 55. The parties' arrangement had an implied covenant of good faith and fair  
5 dealing. Defendants intentionally violated that obligation to deal in good faith and carry  
6 out their obligations set forth in the agreements by neglecting to adhere to any reasonable  
7 principles of fair dealing. In fact, Defendants operated in bad faith by locating personal  
8 acquaintances and non-Black third parties to derail Plaintiff DCR from its entitlement to  
9 purchase the Crenshaw Mall.

10 56. Accordingly, Defendants violated the implied covenant of good faith and  
11 dealing by intentionally neglecting their obligations set forth in the arrangement with  
12 Plaintiff.

13 57. As a direct and proximate result, result of Defendants' multiple breaches of  
14 contract, in violation of the letter of intent, Plaintiff suffered significant monetary  
15 damages, as well as irreparable harm, in an amount to be determined at trial.

16 58. Defendants' consecutive breaches were malicious, willful, intentional, and  
17 done with complete disregard to the harm Defendants' actions and/or omissions would,  
18 and in fact did, cause Plaintiff, thereby warranting punitive and exemplary damages in an  
19 amount to be determined.

20 **FIFTH CAUSE OF ACTION**

21 **(Negligence)**

22 **(All Plaintiffs Against All Defendants)**

23 59. Plaintiff repeats and realleges each and every allegation in paragraphs 1  
24 through 58 of this Complaint with the same force and effect as if fully set forth herein.

25 60. Defendants, and each of them, owed Plaintiff DCR and MAAB. a duty of care,  
26 namely to uphold their obligations based on discussions, negotiations and contracts, as  
27 well as to allow Plaintiffs to perform their obligations.  
28

1           61. Particularly, for Plaintiff MAAB, Defendants each took on a responsibility to  
2 assure proper management of MAAB pension funds, assuring appropriate maximized  
3 payouts for the pensions and longevity and sustainability.

4           62. Defendants breached their duty owed to Plaintiff DCR by precluding them  
5 from purchasing the Crenshaw Mall *albeit* DCR's strict and substantial adherence to all  
6 terms and conditions it upheld to enable Defendants to fulfill their owed duties.

7           63. Defendants breached their duty owed to Plaintiff MAAB by failing to properly  
8 manage MAAB pension funds and thereby jeopardizing the longevity and sustainability  
9 of MAAB's entitled pensions and account management.

10          64. Plaintiffs were harmed as a proximate and direct harm from Defendants  
11 actions and omissions, including without limitation to negligent handling of the  
12 Crenshaw Mall purchase and negligent handling of the pension funds.

13          65. As a direct and proximate result, result of Defendants' breach of their duty of  
14 care, Plaintiffs suffered significant monetary damages, as well as irreparable harm, in an  
15 amount to be determined at trial.

16          66. Defendants' consecutive breaches of duties were malicious, willful,  
17 intentional, and done with complete disregard to the harm Defendants' actions and/or  
18 omissions would, and in fact did, cause Plaintiffs, thereby warranting punitive and  
19 exemplary damages in an amount to be determined.

20                                   **SIXTH CAUSE OF ACTION**

21                                   **(Fraud by Material Misrepresentations)**

22                                   **(DCR Against All Defendants)**

23          67. Plaintiff DCR repeats and realleges each and every allegation in paragraphs 1  
24 through 66 of this Complaint with the same force and effect as if fully set forth herein.

25          68. Defendants made material misrepresentations about selling the Crenshaw  
26 Mall to Plaintiff as long as Plaintiff met those terms—specifically, such as securing a bid  
27 in the approximate amount of \$115 million by a specific time.  
28

1           69. To Plaintiff DCR's detriment, it relied on those terms and secured the bid for  
2 \$115 million. Defendants, however, never intended to sell the property to Plaintiff DCR  
3 and defrauded DCR into securing that bid as an instrument to secure other bids that  
4 Defendants materially misrepresented that they would not entertain given the exclusive  
5 agreement between DCR and Defendants.

6           70. Defendants knew these misrepresentations were false at the time they made  
7 them, and they made them anticipating Plaintiff to rely upon them, on which Plaintiff did  
8 rely.

9           71. Defendants sold the property to a third party that Defendants used Plaintiff  
10 DCR to gain interest in the Crenshaw Mall through DCR's ability to obtain and offer the  
11 approximate \$115 million offer.

12           72. As a direct and proximate result of Defendants' intentional misrepresentations  
13 to sell Plaintiff DCR the Crenshaw Mall, Plaintiff's relied on those representations and  
14 consequently suffered significant harm.

15           73. Defendants and each of their actions were malicious, willful, intentional, and  
16 done with complete disregard to the harm Defendants' actions and/or omissions would,  
17 and in fact did, cause Plaintiffs, thereby warranting punitive and exemplary damages in  
18 an amount to be determined.

19                           **SEVENTH CAUSE OF ACTION**

20                                   **(Fraud by False Promises)**

21   **(DCR Against All Defendants)**

22           74. Plaintiff DCR repeats and realleges each and every allegation in paragraphs 1  
23 through 73 of this Complaint with the same force and effect as if fully set forth herein.

24           75. Defendants made promises to Plaintiff DCR about selling the Crenshaw Mall  
25 to Plaintiff as long as Plaintiff met those terms—specifically, such as securing a bid in  
26 the approximate amount of \$115 million by a specific time.

27           76. To Plaintiff DCR's detriment, it relied on those promises and secured the bid  
28 for \$115 million. Defendants, however, never intended to sell the property to Plaintiff

1 DCR and defrauded DCR into securing that bid as an instrument to secure other bids that  
2 Defendants falsely promised that they would not entertain given the exclusive agreement  
3 between Plaintiff DCR and Defendants.

4 77. Defendants knew these promises were false at the time they made them, and  
5 they made them anticipating Plaintiff to rely upon them, on which Plaintiff did rely.

6 78. Defendants sold the property to a third party that Defendants used Plaintiff  
7 DCR to gain interest in the Crenshaw Mall through DCR's ability to obtain and offer the  
8 approximate \$115 million offer.

9 79. As a direct and proximate result of Defendants' false promises to sell Plaintiff  
10 DCR the Crenshaw Mall, Plaintiff's relied on those representations and consequently  
11 suffered significant harm.

12 80. Defendants and each of their actions were malicious, willful, intentional, and  
13 done with complete disregard to the harm Defendants' actions and/or omissions would,  
14 and in fact did, cause Plaintiffs, thereby warranting punitive and exemplary damages in  
15 an amount to be determined.

16 **EIGHTH CAUSE OF ACTION**

17 **(Breach of Fiduciary Duties)**

18 **(Members Against Anti-Black Racism at Public**

19 **Pension Funds Against All Defendants)**

20 81. DCR repeats and realleges each and every allegation in paragraphs 1 through  
21 80 of this Complaint with the same force and effect as if fully set forth

22 82. Defendants and each of them, were in a fiduciary relationship with Plaintiff  
23 MAAB, thus owing them a fiduciary duty of care and loyalty. In particular, Defendants  
24 owed MAAB the duty to safeguard their public pension funds in a manner that does not  
25 support Black racism. Additionally, Defendants owed a duty to safeguard the value of  
26 those public pension funds.

27 83. Defendants breached their fiduciary duties owed to Plaintiff MAAB by  
28 supporting a racist, discriminatory, unconstitutional sale of the Crenshaw Mall. Indeed,

1 other Black real estate investors in addition to Plaintiff DCR submitted bids, but  
2 Defendants would not accept the bids from a Black entity.

3 84. In addition, Defendants accepted a lower bid for the Crenshaw Mall than the  
4 bid DCR offered. DCR offered \$115 million, but Defendants sold the Crenshaw Mall to  
5 a non-Black entity for \$4 million less than that amount only to preclude the Blacks from  
6 owning the property.

7 85. Accordingly, Defendants have violated their fiduciary duty by supporting  
8 further systemic racism and not maximizing and safeguarding the value of the public  
9 pension funds.

10 86. As a direct and proximate result of Defendants' actions, Plaintiff has been  
11 irreparably harmed, as well as suffered significant financial harm in an amount to be  
12 proven at trial.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For compensatory and special damages in an amount according to proof at trial;
2. For cost of suit incurred herein;
3. For attorneys' fees incurred herein, as provided by law;
4. For punitive damages against the individual defendants in an amount to be proven at trial;
5. For pre-judgment and post-judgment interest; and
6. For such other and further relief as the Court may deem just, proper and appropriate.

Dated: August 26, 2024

**IVIE McNEILL WYATT PURCELL & DIGGS**

By: /s/ Rodney S. Diggs

**RODNEY S. DIGGS, ESQ.**

**RYAN C. C. DUCKETT, ESQ.**

Attorneys for Plaintiff,

**DOWNTOWN CRENSHAW RISING**

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands that a jury be impaneled for the trial of this matter.

Dated: August 26, 2024

**IVIE McNEILL WYATT PURCELL & DIGGS**

By: /s/ Rodney S. Diggs

**RODNEY S. DIGGS, ESQ.**

**RYAN C. C. DUCKETT, ESQ.**

Attorneys for Plaintiff,

**DOWNTOWN CRENSHAW RISING**